



**ADMINISTRATIVE OFFICE OF THE COURTS  
2003 C COMMERCE PARK DRIVE  
ANNAPOLIS, MARYLAND 21401**

**REQUEST FOR PROPOSALS  
K12-0084-84F**

**FOR**

**BUILD OUT CONSTRUCTION  
DISTRICT COURT OF MARYLAND, SNOW HILL**

**ISSUED: June 6, 2012**

WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Procurement Officer. Amendments to the Request for Proposals or other communications shall be posted on the Maryland Judiciary's website and eMarkletplace.

Minority Business Enterprises are encouraged to respond to this Request for Proposal.

**Procurement and Contract Administration**  
<http://www.mdcourts.gov>

**THE JUDICIARY**  
**NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of solicitations and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this Contract, please email this completed form to [lisa.peters@mdcourts.gov](mailto:lisa.peters@mdcourts.gov).

**Title: Build Out Construction for District Court of Maryland, Snow Hill**

**Project No: K12-0084-84F**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
  - ☐ The subject of the solicitation is not something we ordinarily provide.
  - ☐ We are inexperienced in the work/commodities required.
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ☐ The scope of work is beyond our present capacity.
  - ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
  - ☐ We cannot be competitive. (Explain in REMARKS section.)
  - ☐ Time allotted for completion of the proposals is insufficient.
  - ☐ Start-up time is insufficient.
  - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - ☐ Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ☐ MBE requirements. (Explain in REMARKS section.)
  - ☐ Prior The Judiciary Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ☐ Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

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Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

## **KEY INFORMATION SUMMARY SHEET**

### **THE JUDICIARY**

#### **Request for Proposals**

#### **Build Out Construction for District Court of Maryland, Snow Hill**

**PROJECT NUMBER K12-0084-84F**

**RFP Issue Date:** June 6, 2012

**RFP Issuing Office:** Procurement and Contract Administration

**Procurement Officer:** Lisa Peters, Procurement Specialist  
Maryland Judiciary, Administrative Office of the Courts  
Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401  
410-260-1265 Office  
410-260-2520 Fax  
Lisa.peters@mdcourts.gov

**Proposals are to be sent to:** Attn: Lisa Peters  
Maryland Judiciary, Administrative Office of the Courts  
Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401

**Pre-Proposal Conference:** Thursday, June 14, 2012 at 10:30 a.m.

**Closing Date and Time:** Friday, June 22, 2012 at 12:00 noon

**Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.**

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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Summary Statement**

The Maryland Judiciary is seeking proposals for construction services for the BUILD OUT of the main entrance of the District Court of Maryland Courthouse, 301 Commerce Street, Snow Hill, Maryland 21863.

### **1.2 Abbreviations and Definitions**

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Contract – The Contract attached to this RFP as Attachment A
- b. Contractor – The selected Offeror
- c. Local Time – Time in the Eastern Time Zone
- d. MBE – Minority Business Enterprise
- e. Offeror – An entity that submits a proposal in response to this RFP
- f. Procurement Officer – The only Judiciary representative responsible for this RFP, for the determination of contract scope issues, for authorizing changes to the contract.
- g. RFP – Request for Proposals for Construction of AOC Office Space dated June, 2012 including any and all amendments.
- h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.
- i. The AOC business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days on which the AOC has been closed by order of the Chief Judge).

### **1.3 Contract Type**

The Contract that results from this RFP shall be fixed price.

### **1.4 Contract Duration**

Once awarded, the Contract shall remain in force for 3Months.

### **1.5 Procurement Officer**

The sole point of contact in the AOC for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

**Lisa Peters, Procurement Specialist**  
**Maryland Judiciary Administrative Office of the Courts**  
**Procurement and Contract Administration**  
**2003 C Commerce Park Drive**  
**Annapolis, Maryland 21401**  
**410-260-1265 Office**  
**410-260-2520 Fax**  
**Lisa.peters@mdcourts.gov**

The AOC may change the Procurement Officer at any time by written notice.

#### **1.6 Contract Manager**

**Contract Managers**  
**Joseph White and Jim Riley**

The AOC may change the AOC Contract Manager at any time by written notice.

#### **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference (Conference) will be held on Thursday, June 14, 2012, beginning at 10:30 a.m. at The District Court of Maryland Courthouse, 301 Commerce Street, Snow Hill, MD 21863. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

#### **1.8 Questions**

- 1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail.
- 1.8.2 The Procurement Officer shall, attempt to communicate an answer and decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered and are not clearly specific only to the requestor, shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

#### **1.9 Proposal Due (Closing) Date**

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 12:00 noon on June 22, 2012 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word or Excel format must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date will not be considered.

**Proposals may not be submitted by e-mail or facsimile.**

#### **1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

#### **1.11 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the Maryland Judiciary's website and eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.12 Cancellations**

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

#### **1.13 Oral Presentations/Discussions**

1.13.1 Offerors may be asked to make oral presentations summarizing their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled approximately two weeks after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

Significant representations made by an Offeror during the oral presentation/demonstration shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

1.13.2 The presentation may include, but is not limited to, the following items:



- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and RFP Attachment [blank]
- Offeror's experience and capabilities as it relates to this RFP
- Description of the Offeror's organization

#### **1.14 Incurred Expenses**

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

#### **1.15 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

#### **1.16 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of Article IV of the Judiciary's Procurement Policy.

#### **1.17 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

#### **1.18 Access to Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

#### **1.19 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If

applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

#### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and, therefore determined to be not reasonably susceptible of being selected for award.

#### **1.21 Proposal Affidavit**

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.22 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

#### **1.23 Minority Business Enterprises**

A MBE subcontractor participation goal of 0 % has been established for this solicitation.

#### **1.24 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

#### **1.25 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process.

#### **1.26 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.27 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

## SECTION 2 – MINIMUM QUALIFICATIONS

<b>2.1 Requirements</b>
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- 2.1.1 Offeror must clearly demonstrate and document within the Executive Summary of their Technical Proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.
- 2.1.2 Offerors must be a commercial contractor licensed and bonded in the State of Maryland.
- 2.1.3 The Contractor must have at least 5 years of experience in constructing building additions of similar size and scope on commercial buildings. Contractor must have experience in the permitting process.

## **SECTION 3 – STATEMENT OF WORK**

### **3.1 Summary**

The Maryland Judiciary is seeking proposals for Construction Services for the BUILD OUT/EXPANSION of the main entrance for the District Court of Maryland Courthouse. The work shall be a complete “TURN-KEY” job and successful Respondent is responsible for completion of the entire project which would include but not limited to all electrical work and HVAC. All drawings, construction documents and specifications were prepared in 2012 by an Architectural firm. This firm and its consultants are prohibited from proposing on the project.

### **3.2 Contractor Requirements**

- 3.2.1 Contractor shall provide a complete BUILD OUT of the main entrance of the (existing) District Court of Maryland Courthouse located in Snow Hill, MD. Work shall be performed in accordance with the following attached drawings.
- 3.2.2 Contractor shall provide furnish all labor, materials, equipment and services necessary for and reasonable incidental to, the completion of work as required by the Contract Documents. The work generally consist of; a new entrance and vestibule to allow for new and/or relocated security equipment.
- 3.2.3 Courthouse will be occupied during the Contract. Contractor shall execute work in a manner to minimize interference with normal court business of building occupants.

### **3.3 Coordination**

- 3.3.1 Contractor shall notify Contract Managers in advance of utility outages and need for access to, or relocations in occupied areas. All utility outages shall be scheduled only on the weekends and in the evenings after court hours.
- 3.3.2 Contractor shall conduct coordination meetings with Contact.
- 3.3.3 Contractor shall examine the drawings and coordinate work of various trades. Any deviations or discrepancies between the drawings and the actual field conditions shall be reported, in writing to the District Court’s Project Manager’s attention immediately upon discovery. Contractor shall not proceed with the affected work unless directed by the Project Manager.
- 3.3.4 Contractor shall measure and verify all dimensions and existing conditions in the field or prior to ordering materials and commencing installation of work.
- 3.3.5 The construction drawings show principal areas of the work and may be schematic in nature. Other incidental work including mechanical and electrical system and accessories may be required. The Contractor shall examine the documents to determine such incidental work and such work shall be coordinated with all other trades and shall be performed as part of this contract. The Contractor shall provide a full time job site superintendent to coordinate and supervise the daily activities of the project.

- 3.3.6 Contractor shall visit the site prior to submitting bid and/or prior to beginning any work. Verify all field conditions and dimensions. This shall include but is not limited to, roof slopes, wall openings, head heights, soffits, foundation depths, electrical service, HVAC systems, plumbing systems, etc.
- 3.3.7 All dimensions are actual unless indicated otherwise. Masonry dimensions are to nominal face of brick or block. Stud partitions are to actual face of finish. Do not scale the drawings, use figured dimensions only.
- 3.3.8 Contractor shall send all communications to the District Court Contract Managers and shall not contact Architect or Owner Directly.

### **3.4 Regulatory Requirements**

- 3.4.1 Contractor will abide by State of Maryland Model performance Building Codes and Standards:
  - 3.4.1.1 International building Code (IBC) 2012 Edition.
  - 3.4.1.2 International Plumbing Code (2012)
  - 3.4.1.3 National Electrical Code (2008), published by the national fire Protection Association, Batterymarch Park, Quincy, Massachusetts 02269, is incorporated by reference.
  - 3.4.1.4 International Mechanical code (2012), is incorporated by reference.
  - 3.4.1.5 American with Disabilities Act of 1990/Maryland Accessibility code (2010)
- 3.4.2 The Life Safety code, NFPA, Standard 101, shall apply as adopted by the State Fire Prevention Commission and the State Fire Marshal, Reference is made to the Fire Prevention code COMAR 12.03.01, Chapter 01, Special Requirements, 06A.
  - 3.4.2.1 Any other applicable codes and regulations.

### **3.5 Special Project Procedures**

- 3.5.1 Contractor shall provide adequate protection for existing buildings, contents, and occupants; erect temporary dust proof barriers and barricades for protection of personnel, security, and control of dust and debris.
- 3.5.2 If caused by Contractor, Contractor is responsible for repair and refinishing damages to existing structure and content to the approval of the Contract Manager at no additional cost. Patched-in new material and finishes shall match existing unless otherwise noted.

### **3.6 Submittals**

- 3.6.1 Contractor shall provide a construction schedules in the form of a Bar Chart, after the award of the contract.

- 3.6.2 Contractor shall provide construction photographs after the award of the contract.
- 3.6.3 Contractor shall make submittals sufficiently in advance of need with allowances for time of processing, review and resubmissions. Allow a minimum of 14 days for Contract Managers review. Depending on complexity, magnitude and quantity of submittals, the time may vary. Re-submission time shall be absorbed by the Contractor.
- 3.6.4 Contractor shall transmit trades and sections of work separately. Do not mix change orders and general correspondence with submittals. Make note of all deviations from requirements in Contract Documents. Include Contractor's Name and Address, Project Name and Number, List of each item submitted (identify resubmissions), and Reference to related correspondence and modifications. Send a copy of each to: Contract Manager.
- 3.6.5 The Contractor (not Subs) shall send submittals (in quantities indicated below) prepaid directly to the applicable consultant for the type of work, with a copy of the transmittal sent to the Contract Manager. Submit to the Contract Manager, 3 prints (blue line) each Shop Drawing; 3 copies of Product Data; and 3 samples of each item; plus number of each submitted item desired to be returned including additional copies of non-reproducible items, required by Contractor, Contract Manager.
- 3.6.7 Contract Manager will retain a copy of each approved submittal. Consultants will return submittals with negative action directly to the Contractor. Other Submittals will be returned via the Contract Manager

### **3.7 Construction Facilities and Temporary Controls**

- 3.7.1 Power will be available at the site and provided by the District Court. Additional or unusual power requirements shall be the responsibility of the Contractor.
- 3.7.2 The Contractor shall provide temporary telephone, heat and sanitary facilities.

### **3.8 Demolition**

- 3.8.1 Contractor shall provide protection and temporary work to prevent damage to existing items not indicated for demolition.
- 3.8.2 Contractor shall provide cutting and removal for mechanical and electrical work will be done under mechanical and electrical section. Do not cut large structural openings without prior approval of Engineer. Patching shall be done by the Contractor in applicable trade such as masonry, concrete, carpentry, etc.
- 3.8.3 Prior to removal of equipment and materials, obtain approval from the Contract Managers as to the disposition which items are to be the property of the District Court and which items become the property of the Contractor. Those items that become the property of the Contractor shall be promptly removed from the site.

### **3.9 Landscaping**

- 3.9.1 The Contractor shall seed all areas disturbed by construction. Seed sod shall match existing adjacent lawn areas. Prepare and fine grade soil for seeding. Do not seed directly over sub-soil. Apply a minimum of 2 inches of weed free top-soil over sub-soil as necessary.
- 3.9.2 Designated lawn areas as shown on the planting plans.
- 3.9.3 The Contractor shall remove trees, shrubs and ground cover which are effected by new construction or as indicated on the drawings.

**Contractor shall use all materials exclusively as listed below, no substitutions**

### **3.10 Concrete Reinforcement**

- 3.10.1 Reinforcing Steel: ASTM A 615, domestic manufacture billet steel, of clean, new stock, Grade 60 (yield) Minimum 60,000 psi. All concrete shall have a minimum 28 day compressive strength of 3,000 psi.
- 3.10.2 Welded Wire Fabric: (Mesh Reinforcing) (ASTM A 185) Steel wire spot welded at intersections and of size indicated. Where size is not indicated, provide W 1.4 x W 1.4, 6 inch x 6 inch.
- 3.10.3 Accessories: Provide and place spacers, chairs, bolsters, ties and other devices necessary for properly placing, spacing, supporting and fastening reinforcement in place. Provide in accordance with ACI 315. No. aluminum inserts or accessories will be permitted.

### **3.11 Mortar**

- 3.11.1 Portland Cement/Lime Mortar: BIA M-1 Type S Mortar (minimum compressive strength 1,800 psi). Color shall match existing. Construct mock-up panel for approval.

### **3.12 Unit Masonary**

- 3.12.1 Facing Brick: ASTM C 216 Solid Clay (75 percent). Weathering index and compressive strength, Grade SW, 3000 psi (avg. 5), Type FBS, Size Modular: 3-5/8 inches t. x 2-1/4 inches h. x 7-5/8 inches. Match existing brick color and texture.
- 3.12.2 Concrete block (CMU): ASTM C145, Grade N-1
- 3.12.3 Pattern: Lay block units in running bond (or match existing) with vertical joints centered on the units in the course below. Construct work in accord with BIA and NCMA standards. Tool joints hard and leave flush (grapevine pattern).



### **3.13 Miscellaneous Metals**

- 3.13.1 Miscellaneous metals, including framing, miscellaneous angles, and support, anchors, accessories, sleeves, inserts and anchor bolts.
- 3.13.2 Bolts, Nuts, and Washers for General Use: ASTM A 307. Bolts, screws, and similar fastenings for field connections or other metals shall be of the same materials and finish as the parts being fastened.
- 3.13.3 Angles and supports shall have holes for required attachments. Provide suitable anchors such as expansion shields and inserts.
- 3.13.4 Structural shapes: ASTM A-36

### **3.14 Structural Steel**

- 3.14.1 Carbon Steel: Domestic origin cold formed seamless steel shapes, ASTM A36.
- 3.14.2 Wide flange shapes: ASTM A992,  $F_y = 50,000$  psi
- 3.14.3 Tubes: ASTM A500, Grade B,  $F_y = 45,000$  psi
- 3.14.4 Plates, angles and channels: ASTM A36,  $F_y = 36,000$  psi
- 3.14.5 Bolts and nuts: ASTM A307, grade A
- 3.14.6 All steel shall be shop primed with red oxide rust inhibitive primer.
- 3.14.7 Install in accordance with AISC S303.
- 3.14.8 Submit erection plan and shop drawings for approval.

### **3.15 Rough Carpentry**

- 3.15.1 Wood framing, grounds, blocking furring, and other general carpentry work.
- 3.15.2 Lumber: Minimum No. 2 dimension Southern Pine or Douglas Fir, measured nominally to dimensions indicated, well seasoned, with minimum bending stress of 1,200 psi. Moisture content shall not exceed 19 percent.
- 3.15.3 Header & Beams: Truss joist/McMillan – Micro Lam,  $1 \frac{3}{4}' \times 11 \frac{7}{8}"$  minor as shown on the drawings.
- 3.15.4 All structural lumber shall be No. 2 grade or better and shall have a minimum bending stress of 1,000 psi. All wood in contact with masonry or earth shall be pressure treated to resist rot and decay. All joist hangers, clips, angles, etc. shall be galvanized.

### **3.16 Finish Carpentry**

Architectural wood trim shall match existing.

### **3.17 Wood Treatment**

Preservative Pressure Treatment: Treat for ground contact use, 0.40 pcf of CCA.

Locations: Interior (above grade) attached to or embedded in exterior masonry or concrete where no vapor barrier or water resistant coatings are indicated. Exterior (and envelope) where wood is covered with a membrane or cladding (i.e. roofing or flashing). Include blocking, cants furring, sleepers, grounds, and miscellaneous framing. All wood shall be fire retardant treated unless otherwise noted.

### **3.18 Architectural Woodwork**

3.18.1 Wall & base cabinets: As selected by owner.

3.18.2 Exterior cornice & trim: High density molded millwork as manufactured by Fypon Molded millwork, Stewartstown, PA. Components as indicated on the drawings.

3.18.3 Interior Trim and Casing: Match existing.

### **3.19 Air Infiltration Barrier**

100% spun bonded olefin with water infiltration of 130cm or less, Tyvek House Wrap or equal.

### **3.20 Vapor Retarders**

3.20.1 6 mil black polyethylene under all interior concrete slabs on grade and 4 mil clear on warm surface of exterior walls. Do not install multiple layers of vapor barriers. Do not install vapor barrier on ceilings.

3.20.2 Provide wall vapor retarders/barriers where noted. This may be accomplished via foil faced blanket insulation with integral vapor barrier or by applying a vapor diffusion film over studs with unfaced or Kraft faced insulation, but not both; i.e. Do not install vapor barrier film over foil faced insulation unless otherwise noted. This will result in two layers of vapor barrier which is not recommended.

### **3.21 Insulation**

3.21.1 Fiberglass batt and blanket insulation with minimum r-19 resistance for exterior framed walls, R-19 for soffits, and R-38 for ceilings.

3.21.2 Perimeter slab Insulation: Expanded Polystyrene board insulation with R -4 thermal resistance.

### **3.22 Siding**

3.22.1 Vinyl beaded, low gloss wood grain pattern, 6 ½” – 7” exposure, 0.042 minimum nominal thickness. Class 1 (A) fire rating. Color to be selected by Architect.

3.22.2 Acceptable Manufacturers:

- Certain Teed- Main street Collection
- Alside
- Royal Woodland
- RMC Siding

### **3.23 Roof Accessories**

3.23.1 Fascias and soffits: Continuous ventilated molded foam plastic.

3.23.2 Gutters and downspouts: 4 in. cooper round profile with round downspout to match existing color and style.

3.23.3 Ridge vents: Mid-America Building Products Corp – Ridge Master Plus or equal.

### **3.24 flashing and Sheet Metal**

3.24.1 Mastic: Cut-back, trowel grade asphalt. Primer, as recommended by manufacturer.

3.24.2 Elastomeric flashing for thru-wall flashing in masonry and masonry veneer walls: Vinyl flashing, non- reinforced, impermeable flexible sheet of homogeneous polyvinyl resins; Physical Properties: Tinsel Strength, ASTM D 412, 200 psi; Elongation, ASTM D 412, 250 percent; Tear Resistance, ASTM D 1004, 300 lbs./in.; Size, 0.030 inch thick. Manufacturers: Rubber and Plastic Compound Co. – Nevastral H-D; B.F. Goodrich – Vinyl Water Barrier.

### **3.25 Caulking and Sealants**

3.25.1 Accessories, backer rods, bond breakers, and primers.

3.25.2 Two component polyurethane sealant, fed. Spec. tT-S-0027, for exterior joints, such as perimeter of windows, doors, panels, reglets, copings, sills, thresholds, and other penetrations, including control joints, expansion joints, and sidewalk joints. Sanitary Silicone Sealant, Fed. Spec. TT-S-1543, for perimeter junctions between plumbing fixtures and adjacent construction.

### **3.26 Wood and Plastic Windows**

3.26.1 Double-hung, casement, and awning vinyl clad wood windows: NWMA Class “A” 5/8 in. insulating glass, Thermal Resistance of R-2, Air infiltration of .02 cfm/ft. Field painted to match existing. Manufacturer; Andersen, Pella, Pozzi (JenWeld) or Marvin.

3.26.2 Shutters: Custom Fabricated wood to match existing front.

### **3.27 Aluminum Entrances & Storefronts**

3.27.1 Aluminum heavy duty entrance system consisting of ASTM B 221;6063-T5 alloy and temper. 3 ½ vertical stile, 3 ½" top rail, and 10 ½" bottom rail. Door thickness of 2" with 3/16" wall. Frame; 2'x 4 ½ ", 3/16" wall thickness. Glazing shall be 1" insulated tinted glass. Offset heavy duty pivot hinges, extruded aluminum one-piece threshold, standard panic device, push/pull, concealed overhead closer, and security lock. Finish: Duranar AAMA 2605 Fluoropolymer Coating, color to be selected by the architect.

3.27.2 Acceptable Manufacturers:

- Kawneer – 350 Tuffline Entrance
- EFCO
- Oldcastle Glass

### **3.28 Gypsum board**

3.28.1 Gypsum Board: ASTM C 36; FS, Type III (may be noted as "wallboard" or GWB): Regular core, FS Grade R, Plain, Face, Class 1: Plain Back, Form A; Tapered or recessed edge, Style 3; U.S. Gypsum Sheet Rock. All board types minimum ½ inches thickness, Fire-rated board where indicated.

3.28.2 Trim: #26 gage minimum, roll formed, zinc coated steel; corner bead, U.S. Gypsum Dur-A-Bead; Metal Trim, U.S. Gypsum No. 200A.

3.28.3 Joint Reinforcement and Compounds: ASTM C 475; U.S. Gypsum Perf-A-Tape Reinforcing Tape; Durabond Joint Compound (Taping, 90); Joint Compound (Topping).

3.28.4 All gypsum board shall be glued and screwed to studs and/or framing members.

### **3.29 Acoustical Ceilings**

2' x 4' lay-in tile to match existing.

### **3.30 Resilient Flooring**

Sheet Vinyl floor: 20 mil vinyl wear layer, and vinyl interlayer, and non-asbestos backing; conforming to Fed. Spec. L-F-001641, "Class 1, Type III, for Installation above, on, or below grade. Color and Pattern as selected by Architect from full range. Manufacturers: Congoleum; Tarkett; Mannington.

### **3.31 Paint**

3.31.1 Specific products as indicated in painting schedule, establish a standard of quality. Manufacturers: Glidden Company (Product #s specified); Pratt & Lambert, Inc.; PPG Industries; Duron; Sherwin Williams; Benjamin Moore Paint Company.

3.31.2 Paint Schedule for Exterior:

- Wood exposed trim and frames
  - Coat alkyd primer
  - Coat latex semi-gloss

#### 3.31.3 Paint Schedule for Interior:

- Gypsum Board- Walls, Ceilings, and Bulkheads
  - Coat latex primer
  - Coat latex semi-gloss. (semi-gloss bathrooms)
- Wood Frames and trim:
  - Coat latex primer
  - Coat latex semi-gloss

### 3.32 HVAC

3.32.1 All work shall conform to the requirements of the codes, laws, and ordinances of Snow Hill and/or Worcester County, Maryland, the National Fire Protection Association, American Society of Mechanical engineers, and other authorities having jurisdiction. Comply with standards and good practices as outlined in ASHRAE, The sheet metal and air conditioning contractor association's "Duct Manual".

3.32.2 Ductless Electric Heat Pump HVAC Unit; Split system type, minimum 9,000 BTU total capacity split system, multi-zone capacity, Sizing verification of AHU shall be designed by the HVAC contractor per ASHRAE Standards. SEER rating; 17. Rating; 8.2.

- Zone 1 – Vestibule
- Zone 2 - Entrance Lobby

3.32.3 Acceptable Manufacturers;

- Mitsubishi – Mr. Slim MSZ A09NA / MUZ A09NA
- Sanyo

### 3.33 General / Electrical + 3.4

3.33.1 All work shall conform to the requirements of the latest edition of the following codes and regulations:

- American National Standard Institute (ANSI)
- National Electrical code (NEC)
- National Fire Protection Association (NFPA)
- National Electrical Manufacturers Association (NEMA)
- Underwriter's Laboratories, Inc. (UL)
  - Verify existing service capacity and add sub-panels as necessary.
  - Electrical system and layout shall be designed by the contractor.

Lighting Fixtures: See Plan E-1 Lighting Schedule

### 3.34 Construction Specifications

3.34.1 All work shall be performed in a quality workmanlike manner and in conformance with the construction documents and in accordance with the manufacturer's recommendations.

- 3.34.2 Contractor shall keep the job site clean of dust and debris at all times. Clean up at the end of each work day to insure the safety of the occupants and to avoid unsightliness to the District Court and adjacent property owners. Do not burn materials on site.
- 3.34.3 Contractor shall obtain and pay for all necessary permits and approvals in accordance with local codes and/or ordinances. The permit shall be conspicuously posted at the job site.
- 3.34.4 Contractor shall provide approved smoke detectors as required per local code.
- 3.34.5 Contractor shall Cap all lines caused by removed fixtures.
- 3.34.6 Contractor shall remove all debris properly from site. All demolished material, except that listed or marked by owner for retention, shall become the property of the contractor. Load demolished material directly on trucks or into dumpster for removal. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger structure, block exits or roadways. Upon discovery of any hazardous materials, notify the project manager of type, location, and extent of same. Contractor is responsible for cost of all dumpsters.
- 3.34.7 All electrical and mechanical work to be accomplished by personnel licensed by the State of Maryland.
- 3.34.8 Contractor shall coordinate and provide appropriate blocking in walls for all wall hung items (i.e. cabinets, shelving, counters, grab bars, etc.), typical.
- 3.34.9 Contractor is specifically responsible for all means and methods of job site safety.
- 3.34.10 Contractor shall provide means of egress lighting in accordance with local code.
- 3.34.11 Contractor shall provide fire extinguishers in accordance with NPPA 10.
- 3.34.12 Contractor shall provide illuminated exit lights in accordance with local code.
- 3.34.14 All door hardware shall be ADA approved. Latches and handles shall be lever type, 48" max mounting height. Opening force for interior hinged doors shall not exceed 3 LBF.
- 3.34.15 Contractor shall provide drain pan under water heaters (WH).

### **3.35 District Court's Responsibilities**

- 3.35.1 After the contract has been executed the AOC Contract Manager will issue to the Contractor a "Notice to Proceed." This notice shall stipulate the date the Contractor is to begin work. Any preliminary work started or materials ordered before receipt of the "Notice to Proceed" shall be at the risk of the Contractor.

- 3.35.2 The District Court will provide access to the work site. The District Court's Contract Manager will be available to answer questions, and will coordinate closely with the Contractor's representative.

### **3.36 Acceptance**

The District Court's Contract Manager shall have the authority to determine acceptable/unacceptable work. At 30 days and again at 90 days after issuance of a use and occupancy permit, a walk-through shall be conducted with the District Court's Contract Manager, and the Contractor. A "punch list" of items that need to be repaired will be given to the Contractor. The Contractor must complete repairs within 30 days of each walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

### **3.37 Warranty**

The Contractor shall absolutely guarantee all work for one year beyond final acceptance and furnish the District Court's Contract Manager with all manufacturers' warranties and operating manuals. The AOC shall be entitled to any remedies provided by law at all times.

### **3.38 Invoicing**

- 3.38.1 All invoice shall be submitted within 30 calendar days after the completion and acceptance by Judiciary and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or if owned by an individual the social security number, invoice period, invoice date, invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

There will be no reimbursements or "draws" for purchases of materials or any other expenses.

### **3.39 Insurance**

- 3.39.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the Procurement Officer before the actual implementation of the Agreement.
- 3.39.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts.

3.39.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requirement of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract. The Contractor shall maintain:

- A. Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of \$500,000-each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall be: comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) road form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
- C. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.
- D. Comprehensive Automobile Liability:

Limit of Liability - \$1,000,000 Bodily Injury  
\$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.



- 3.39.4 The insurance required under sub-paragraphs A, B, C and D above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.
- 3.39.5 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above and to make certificates of such insurance available to the AOC upon AOC's request.
- 3.39.6 The Contractor shall purchase and maintain property insurance (Builder's Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be written on an "All Risk" Basis covering physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of AOC, the Landlord, the Contractor and all subcontractors as their interest may appear.

## SECTION 4 – PROPOSAL FORMAT

### 4.1 Two Part Submission

- 4.1 Offerors must submit proposals in two separate volumes:
- Volume I - TECHNICAL PROPOSAL
  - Volume II - FINANCIAL PROPOSAL

### 4.2 Proposals

- 4.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 4.2.2 An unbound original, so identified, and four copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Word or Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 4.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 4.3 Submission

- 4.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 4.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### 4.4 Volume I – Technical Proposal

- 4.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 4.4.2 Format of Technical Proposal: Inside the sealed package described in Section 4.3, above, an unbound original, to be so labeled, four paper copies and one electronic version of the Technical Proposal shall be enclosed. Section 3 of this RFP provides requirements and this Section 4 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow AOC officials and the Evaluation Committee to "map" Offeror

responses directly to RFP requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

- 4.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, Offeror must clearly designate any information that can reasonably be shown to be proprietary or confidential.**
- 4.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal and document that the Offeror meets the minimum qualifications in Section 2 in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary's terms and conditions, the Executive Summary should so state.
- 4.4.5 Offeror Technical Response to RFP Requirements:
  - 4.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its goods and/or services, as applicable will meet those requirements. If the Judiciary is seeking Offeror agreement to a requirement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.
- 4.4.6 Offeror Construction Schedule: The Offeror shall provide a detailed construction schedule including a delineation of all work to be completed during the project. The schedule should include all trades involved in the project and list all subcontractors proposed for the project.
- 4.4.7 Offeror History of Firm and Subcontractors: The Offeror shall include a brief description of its history and organization and of the history and organization of any proposed subcontractors.
- 4.4.8 Offeror Experience and Capabilities: The Offeror shall include information on past experience with similar requirements. Offeror shall describe their experience and capabilities through a response to the following:
  - 4.4.8.1 An overview of the Offeror's experience providing the goods and/or services, as applicable, to that included in this RFP. This description shall include: qualifications, background and experience of the Contract Manager and other staff proposed to work on the project.
  - 4.4.8.2 A description of similar projects completed by the bidder within the past five years or longer. (Minimum of three (3) projects.)

4.4.9 References. Provide three (3) current customer references where the customer's needs are similar to those stated in the RFP. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced

4.4.10 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any corporate parent, or subsidiary.

4.4.10.1 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years.

4.4.10.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

4.4.11 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

4.4.12 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 3.
- Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in Maryland.

4.4.13 The Technical Proposal shall not include any price information as required by Section 4.5.1.

<b>4.5     Volume II - Financial Proposal</b>
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- 4.5.1    Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four bound copies, and one electronic copy (in MS Word or Excel) of the Financial Proposal in a separate envelope labeled as described in Section 4.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal and in the format required in Section 1.18. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.
- 4.5.2    Offeror Cost Proposal: The Offeror shall include a detailed cost proposal.

## SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

- 5.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be based on the Proposal that is most advantageous to the Judiciary, considering the price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 5.1.2 The Offer shall be evaluated on the proposed services according to the specifications outlined in this RFP.

### 5.2 Technical Criteria

- 5.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Experience of the Contractor and Subcontractor with similar projects.
  - Detailed work plan that includes project milestones.
  - Offeror Technical Response to RFP Requirements
  - References

### 5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment D – Price Proposal.

### 5.4 Selection Process and Procedures

#### 5.4.1 General Selection Process:

- 5.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV, Section 3 of the Judiciary's Procurement Policy. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- 5.4.1.2 Accordingly, the AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. In either case, AOC may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 5.4.2 Selection Process Sequence:

- 5.4.2.1 The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 2 of the RFP. Offerors who

fail to meet these basic requirements i.e, are qualified or potentially qualified will be disqualified and their proposals eliminated from further consideration.

- 5.4.2.2 The next step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held with qualified or potentially qualified Offerors. The purpose of such discussions will be to assure a full understanding of the AOC requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to AOC. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the AOC. The Procurement Officer will contact Offerors if and when the schedule is set by the AOC.
- 5.4.2.3 Offerors must confirm in writing any oral clarification of, amendment to or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal.
- 5.4.2.4 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 5.4.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

## **ATTACHMENTS**

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	HVAC Plan M-1
Attachment F	Title Sheet T-1
Attachment G	Exist. + Proposed Floor Plans A1.1
Attachment H	Exist. + Proposed Floor Plans A1.2
Attachment I	Existing Elevations A2.1
Attachment J	Proposed Elevations A2.2
Attachment K	Proposed Sections A3.1
Attachment L	Site Plan C-1
Attachment M	Electrical Plan E-1



## ATTACHMENT A - CONTRACT

**Contract number: K12-0084-84F**

### **Build Out Construction for District Court of Maryland, Snow Hill**

#### **STANDARD TERMS AND CONDITIONS**

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the Administrative Office of the Courts (the “AOC”) in the State of Maryland and **corporate name plus address** (the “Contractor”) with Federal Taxpayer Identification Number **XX-XXXXXXX**.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

#### **1. Scope of Contract**

- 1.1 The Contractor shall provide **Build Out Construction** (hereinafter the “Goods”) **and/or services** (hereinafter “Services”), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated **issue date** and all amendments and exhibits thereto (collectively referred to as the “RFP”)

Exhibit B: Contractor’s Proposal dated **date of response** and subsequent BAFO dated \_\_\_\_\_ **2012** (collectively referred to as “the Proposal”)

- 1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.
- 1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.
- 1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty days (30) of receipt of a written change order

and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

- 1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

## **2. Term of the Contract**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on **month/ day/, 2012** and ending on **month/day/year**. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including specify additional successive one-year terms, if any.

## **3. Consideration and Payment**

- 3.1 In consideration of the satisfactory performance of the **(Choose one or both of the following) Services or, delivery of the Goods**, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed **\$.....** (the “NTE Amount”).
- 3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
- 3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
- 3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

#### **4. Warranties**

The Contractor hereby represents and warrants that:

- 4.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;
- 4.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
- 4.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **5. Non-hiring of Employees**

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

#### **6. Non-employment of Contractor's employees**

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

#### **7. Disputes**

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

## **8. Maryland Law**

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

## **9. Amendments**

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

## **10. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **11. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## **12. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **13. Termination for Cause**

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

### **14. Termination for Convenience**

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

### **15. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

### **16. Suspension of Work**

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

### **17. Pre-existing Regulations**

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

### **18. Financial Disclosure**

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**19. Political Contribution Disclosure.**

The Contractor shall comply with Title 14 of the Election Law of Maryland.

**20. Right to Audit**

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

**21. Cost and Price Certification**

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal)**. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

**22. Subcontracting and Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

**23. Indemnification**

- 23.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 23.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 23.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

#### **24. Public Information Act Notice**

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

#### **25. Conflict of Interest**

- 25.1 "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
- 25.2 "Person" includes a contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- 25.3 The Contractor warrants that, except as disclosed in § D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- 25.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state**):

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- 25.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

## **26. Notices**

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

**State:** Lisa Peters, Procurement Specialist  
Maryland Judiciary, Administrative Office of the Courts  
Procurement and Contract Administration  
2003 C Commerce Park Drive  
Annapolis, Maryland 21401  
410-260-1265 (Office)  
410-260-2520 (Fax)

**Contractor:** specify



**SIGNATURES:**

In Witness Whereof, the parties have signed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**Contractor:**

\_\_\_\_\_(SEAL) Date: \_\_\_\_\_

Signature  
Authorized Representative

**Maryland Judiciary:**

\_\_\_\_\_  
Susan S. Howells, Executive Director  
Procurements and Contract Administration

Date: \_\_\_\_\_

**Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2012**

\_\_\_\_\_  
David R. Durfee Jr.  
Executive Director, Legal Affairs

**Approved:**

\_\_\_\_\_  
Frank Broccolina  
State Court Administrator

Date: \_\_\_\_\_

**ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved

in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. CERTIFICATION OF TAX PAYMENT

##### I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

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**ATTACHMENT C – CONTRACT AFFIDAVIT**



**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION**

**I FURTHER AFFIRM THAT:**

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_



and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name: \_\_\_\_\_

Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

#### C. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)

## ATTACHMENT D – PRICE PROPOSAL FORMS

## RFP No. K12-0084-84F

RFP No. K12-0084-84F

All Labor and Materials to Complete Build Out Construction of District Court of Maryland, Snow Hill

Labor and Material for BUILD OUT of Construction, Snow Hill \$\_\_\_\_\_

Ductless Electric Heat Pump HVAC Unit (As specified in section 3.32.3) \$\_\_\_\_\_

**Total Cost** \$\_\_\_\_\_

I HEREBY AFFIRM THAT THE FOREGOING BID PRICES INCLUDE ALL COSTS ASSOCIATED WITH THE PERFORMANCE OF THIS SOLICITATION, INCLUDING, BUT NOT LIMITED TO, SALARIES, WAGES, MATERIALS, EQUIPMENT, SHIPPING, DELIVERY, BID PREPARATION, TRANSPORTATION, MILEAGE, OVERHEAD, TAXES AND PROFIT, AND I HAVE LEGAL AUTHORITY TO BIND THE BIDDER TO THE BID PRICES SET FORTH ABOVE.

Submitted by Authorized Signature
Date
Print Name and Title
Company Name
Company Address
Telephone
Federal Tax Identification #